

BEFORE THE
POSTAL REGULATORY COMMISSION
WASHINGTON, D.C. 20268-0001

COMPETITIVE PRODUCT PRICES
PRIORITY MAIL EXPRESS, PRIORITY MAIL &
FIRST-CLASS PACKAGE SERVICE CONTRACT 17
(MC2017-125)
NEGOTIATED SERVICE AGREEMENT

Docket No. CP2017-117

**USPS NOTICE OF AMENDMENT TO
PRIORITY MAIL EXPRESS, PRIORITY MAIL & FIRST-CLASS PACKAGE SERVICE
CONTRACT 17, FILED UNDER SEAL**
(January 29, 2020)

The Postal Service hereby provides notice that the terms of Priority Mail Express, Priority Mail & First-Class Package Service Contract 17, in the above-captioned proceeding, have changed as contemplated by the contract's terms. A redacted version of the amendment to Priority Mail Express, Priority Mail & First-Class Package Service Contract 17 is provided in Attachment A, and the unredacted amendment is being filed under seal. The amendment will become effective two business days following the day that the Commission completes its review of this filing.

This amendment will not materially affect the cost coverage of Priority Mail Express, Priority Mail & First-Class Package Service Contract 17. Therefore, the supporting financial documentation and financial certification initially filed in this docket remain applicable. The Postal Service hereby incorporates by reference the Application for Non-Public Treatment originally filed in this docket, for the protection of the customer-identifying information that has been filed under seal.

Respectfully submitted,

UNITED STATES POSTAL SERVICE

By its attorney:

Sean C. Robinson

475 L'Enfant Plaza, SW
Washington, D.C. 20260-1137
(202) 268-8405
Sean.C.Robinson@usps.gov
January 29, 2020

ATTACHMENT A TO REQUEST

**REDACTED AMENDMENT TO PRIORITY MAIL EXPRESS, PRIORITY MAIL
& FIRST-CLASS PACKAGE SERVICE CONTRACT 17**

AMENDMENT #2
OF
SHIPPING SERVICES CONTRACT
BETWEEN
THE UNITED STATES POSTAL SERVICE
AND
[REDACTED]
REGARDING
PRIORITY MAIL EXPRESS,
PRIORITY MAIL
AND
FIRST-CLASS PACKAGE SERVICE

WHEREAS, the United States Postal Service ("the Postal Service") and [REDACTED] ("Customer") entered into a Shipping Services Contract regarding Priority Mail Express, Priority Mail and First-Class Package Service Contract 17/Docket No. CP2017-177, on April 17, 2017 and as amended in Amendment #1 on December 4, 2017 (the "Contract").

WHEREAS, the parties acknowledge that due to a clerical error, [REDACTED] was incorrectly identified as a party to the Contract instead of [REDACTED];

WHEREAS, the parties desire to correct such clerical error, and amend the terms in Sections I.A. and add new Sections I.J. and I.K. of the Contract.

NOW, THEREFORE, the Parties agree that the Contract is hereby amended as detailed above and below. The existing Contract remains unchanged in all other respects. This amendment shall become effective two (2) business days following the day on which the Commission issues all necessary regulatory approval.

All references to [REDACTED] and [REDACTED] in the Contract shall be, and hereby are, deleted in their entirety and replaced with [REDACTED], all references to [REDACTED] type of legal entity and jurisdiction of organization in the Contract shall be, and hereby are, deleted in their entirety and replaced with "a corporation organized and existing under the laws of [REDACTED]", and all references to [REDACTED] address in the Contract shall be, and hereby are, deleted in their entirety and replaced with [REDACTED].

[Replace Sections I.A. and add new Sections I.J. and I.K., as follows.]

I. Terms

- A. Except to the extent different terms or prices are specified in this Contract, applicable provisions of the Domestic Mail Manual (as may be regularly updated

by the Postal Service and posted at http://pe.usps.com/text/dmm300/dmm300_landing.htm) and of other postal laws and standards, including USPS Publication 52 – *Hazardous, Restricted, and Perishable Mail*, apply to mail tendered under this Contract.

- J. Customer expressly commits to not offer, sell, or allow the use of Contract Pricing provided in this Contract to any other entity or party (i.e. “reselling”). Customer shall not extend pricing to a third party under this Contract, including commercial published pricing for the products defined in Section I.B, or any prices below commercial published pricing. For the avoidance of doubt, a violation of this section will constitute a material breach of this Contract. This requirement may be waived in writing by the Postal Service, expressly for the limited purpose of Customer’s dropshipping activities.
- K. Record Keeping and Audit. Customer shall respond to the Postal Service’s or its designated auditor’s quarterly and/or yearly transaction confirmations related to Postal Service transactions; and such other assistance as required by the Postal Service or its designated auditors in connection with Customer’s performance under this Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this amendment to be duly executed as of the later date below:

UNITED STATES POSTAL SERVICE

Signed by: 

Printed Name: Timothy Costello

Title: Vice President Sales

Date: 1/14/20

